



IN THE DISTRICT COURT OF CANADIAN COUNTY
STATE OF OKLAHOMA

FILED
MARIE RAMSEY - FIRST COURT CLERK
CANADIAN COUNTY, OKLAHOMA

MAY 8 0 2014

DEREK ALLEN SEE and
CATHY JO SEE,

Plaintiffs,

vs.

AMERICAN SECURITY INSURANCE
COMPANY a/k/a ASSURANT INSURANCE
GROUP,

Defendants.

BY *[Signature]*
DEPUTY

Case No. CJ-2014-

310

CASE ASSIGNED TO:

GARY E. MILLER

JUDGE:

PETITION

Come now Plaintiffs, Derek Allen See and Cathy Jo See, by and through their attorney of record, and for their Petition against the Defendant alleges and states:

1. Plaintiffs are residents of Canadian County, State of Oklahoma..
2. Defendant American Security Insurance Company (hereinafter "Defendant") is a property insurance company with its principal place of business in the State of Georgia.
3. The events complained of herein occurred in Canadian County.
4. Accordingly, this Court has jurisdiction and venue.

FACTS

5. On or about May 30, 2013, Plaintiffs received damage to their home from severe storms.
6. Defendant was then the homeowners' insurer for Plaintiffs' home.
7. Defendant was promptly advised of the damage sustained to Plaintiffs home.
8. Defendant has breached the contract of insurance by failing and refusing to

adequately evaluate and pay appropriate benefits under the policy.

9. Defendant has breached the implied covenant of good faith and fair dealing in its contract of insurance with Plaintiffs in the following respects:
 - a. by failing and refusing to disclose to Plaintiffs information relevant to the benefits provided;
 - b. by refusing to properly investigate the Plaintiffs' claim for benefits;
 - c. by refusing to properly and timely evaluate and promptly pay the Plaintiffs' claim for policy benefits;
 - d. by refusing to consider the reasonable expectations of its insured;
 - e. by knowingly misconstruing and misapplying the terms of the policy;
 - f. by forcing Plaintiffs to hire an attorney to obtain policy benefits that Defendant knew to be owing to its insured;
 - g. by failing to pay policy benefits to Plaintiffs when Defendant knew Plaintiffs' claims for such benefits were valid and that Plaintiffs were entitled to those benefits;
 - h. by refusing to honor Plaintiffs' claims in some instances for reasons contrary to the express provisions of the policy and/or Oklahoma law;
 - i. by refusing to honor Plaintiffs' claims in some instances by applying restrictions not contained in the policy;
 - j. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under these policies, to include Plaintiffs' claims; and
 - k. by not attempting in good faith to effectuate a prompt, fair and equitable

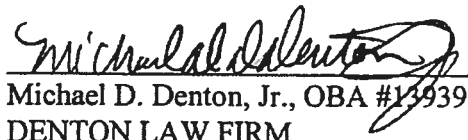
settlement of Plaintiffs' claims once liability had become reasonably clear.

10. As a direct result of the above described conduct, Plaintiffs have suffered a loss of policy benefits, emotional injury, anxiety, distress, worry and other incidental and other consequential damages.
11. Defendant's actions were intentional, willful, malicious, wanton and/or reckless, for which punitive damages should be assessed against Defendant.

WHEREFORE, Plaintiffs pray for judgment against Defendant in an amount exceeding \$75,000.00 actual damages, punitive damages, interest, costs of this action and for such other and further relief as this Court deems just and proper.

Respectfully submitted by:

**ATTORNEY LIEN CLAIMED
RIGHT TO JURY TRIAL PRESERVED**


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